

## **Exhibit "12"**

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February 15, 2007

**Via Facsimile and Mail Delivery**

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**Re: Great Northern Insurance Company/Hakim**

Gentlemen:

Since December 2003, Katten Muchin Rosenman LLP has been acting as escrow agent, pursuant to two Escrow Agreements executed by Great Northern and the Hakims, for certain monies arising from the adjustment and settlement of an insurance claim submitted by the Hakims to Great Northern. This claim arose from the destruction by fire of the Hakims' residence in South Egremont, Massachusetts. As part of the resolution of the claim, Katten agreed to hold \$150,000 in escrow pending Great Northern's receipt of a contract between the Hakims and a contractor memorializing an agreement to rebuild the Hakims' residence. Notably, neither the Settlement Agreements nor the Escrow Agreements specify a time within which the Hakims must produce that contract. To date, that contract has not been submitted by the Hakims, although, by letter dated February 14, 2007, the Hakims' counsel has stated that he anticipates that the contract will be executed and available to Great Northern by the end of May 2007.

Our Firm has now been threatened with an action by counsel for Great Northern. While we believe such an action would have no merit, and would trigger the indemnification obligations of both parties, there seems little purpose served to continue as escrow agent under the circumstances. Therefore, please be advised that, as of February 23, 2007, Katten, pursuant to Section 3.7 of the escrow agreements, shall resign as escrow agent. Pursuant to that same section, please advise of the parties' choice for the new escrow agent.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael I. Verde".

Michael I. Verde

MIV:dlg